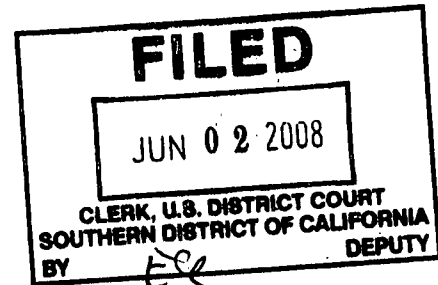


James-Francis: Murphy,
 In Care of Postal Department 234277
 Encinitas, California 92023-4277
 Tel. No. - 760-230-2868
 In Propria Persona (not Pro Se)



UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA)

PLAINTIFF,)

v.)

JAMES FRANCIS MURPHY)

Defendant,)

CASE NO. - 08 CR 1196 W

PETITION TO DISMISS

IN THE NATURE OF A MOTION

FOR LACK OF IN PERSONAM

JURISDICTION AND LACK OF VENUE

James-Francis: Murphy)

Third Party Intervener,)

Real Party in Interest,)

Authorized Representative)

*Judge Thomas Whelan
 Hearing date 6/16/2008
 2 pm*

PETITION TO DISMISS IN THE NATURE OF A MOTION FOR LACK OF IN
 PERSONAM JURISDICTION AND LACK OF VENUE

As demonstrated in **NOTICE OF CAPACITY** and Memorandum of **FEDERAL
 JURISDICTION LIMITATIONS**, federal jurisdiction is extremely limited.

Article I, Section 8, Clause 17 of the Constitution for the United States of America
 (1787) provides exclusive legislative jurisdiction over the ten (10) square mile area
 known as Washington, D.C. and over all places acquired by the Federal Government

CR

1 with the consent of the States. Areas legitimately ceded by the States to the Federal
2 Government become Federal islands, called "enclaves".

3 Article IV, Section 3, Clause 2 of the Constitution for the United States of America is
4 applicable to all federally owned land. This Clause, being independent of Article I,
5 Section 8, Clause 17 authority, allows the Federal Government to make all needful
6 Rules and Regulations regarding the lands, Territory or other Property belonging to the
7 United States.

8 Acquisition of Federal legislative jurisdiction can only happen three ways regarding land;
9 Constitutional consent; State cession; Federal reservation.

10 It appears that transfer of jurisdiction to the Federal Government has not occurred
11 regarding the land at San Diego International Airport.

12 It does not appear that Federal territorial jurisdiction exists in this instant case. The
13 plaintiff has not proven transfer of the land at San Diego International Airport to the
14 United States making it a Federal territory or enclave. It would appear that without
15 territorial jurisdiction there is no venue to hear this instant case.

16 It does not appear from Exhibit 4, a certified copy of the lease agreement for the
17 property known as San Diego International Airport from the Assessor/Recorder/Clerk
18 GREGORY J. SMITH for San Diego County dated May 8, 2008, that the Federal
19 Government is a party to the contract/agreement therein. Without a showing of such
20 transfer it would appear that the Plaintiff has no standing and therefore has already
21 admitted that there is no In Personam jurisdiction in this case.

1 Therefore it appears that whereas no Federal In Personam exists, the Real Party in
2 Interest, Third Party Intervener, Authorized Representative moves that the case against
3 the Defendant be dismissed with prejudice and an order for dismissal be so ordered due
4 to the lack of In Personam jurisdiction, lack of venue and standing over the venue.

5 Respectfully submitted June 2, 2008,

6 
7 **James-Francis: Murphy,**
8 Authorized Representative
9

10 **CERTIFICATE OF SERVICE**

11
12 COPY of the forgoing hand delivered,
13 This 2nd day of June, 2008, to:
14 U. S. Assistant Attorney Fred Sheppard
15 880 Front Street Room 6293
16 San Diego, CA
17 619-557-5610
18
19 _____
20
21

22 Service performed by:
23 James-Francis: Murphy
24 In Care of Postal Department 234277
25 Encinitas, California 92023-4277
26 Tel. - 760-230-2868

James-Francis: Murphy,
In Care of Postal Department 234277
Encinitas, California 92023-4277
Tel. – 760-230-2868
In Propria Persona

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA)	CASE NO.08 CR 1196 W
PLAINTIFF,)	
v.)	
JAMES FRANCIS MURPHY)	LIST OF EXHIBITS
Defendant,)	
_____)	
James-Francis: Murphy)	
Third Party Intervener,)	
Real Party in Interest,)	
Authorized Representative)	

Exhibit 4 Certified Copy from San Diego County Recorder of Assignment and Assumption of Lease Agreement.

Respectfully submitted June 2nd , 2008,


James-Francis: Murphy,
Authorized Representative

1 **CERTIFICATE OF SERVICE**

2
3 COPY of the forgoing hand delivered,
4 This 2nd day of June, 2008, to:
5 U. S. Assistant Attorney Fred Sheppard
6 880 Front Street Room 6293
7 San Diego, CA
8 619-557-5610
9

10
11
12 Service performed by:

13 *James-Francis Murphy, Attorney*
14 James-Francis: Murphy

15 In Care of Postal Department 234277

16 Encinitas, California 92023-4277

17 Tel. - 760-230-2868

EXHIBIT 4

Page # _____

**Description of Exhibit Certified Copy from San Diego
County Recorder of Assignment and Assumption of
Lease Agreement**

Total Number of Pages of Exhibit 11

CASE No. - 08 CR 1196 W

LE-0171

15124

DOC # 2003-0938980

AUG 05, 2003 10:51 AM

OFFICIAL RECORDS
 SAN DIEGO COUNTY RECORDER'S OFFICE
 GREGORY J. SMITH, COUNTY RECORDER
 FEES: 0.00
 WAY: 2

RECORDING REQUESTED BY
 AND WHEN RECORDED MAIL TO:

San Diego County Regional)
 Airport Authority)
 Attn: Authority Clerk)
 Post Office Box 82776)
 San Diego, CA 92138-2776)



No Document Fee
 Recordation for Benefit of Authority

APN: N/A

(Space Above this Line for Recorder's Use)

The undersigned assignor declares that the Documentary Transfer Tax is \$-0-.

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT, hereinafter "Assignment," made and entered into this 16th day of DECEMBER, 2002, between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter "Assignor," and the SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, a local governmental entity of regional government, hereinafter "Assignee", WITNESSETH:

WHEREAS, State tideland properties, including San Diego International Airport and other properties, were conveyed to Assignor by that certain Act of the Legislature of the State of California entitled "San Diego Unified Port District Act," Stats. 1962, 1st Ex. Sess. c. 67, as amended; and

WHEREAS, Assembly Bill 93 was enacted by the Legislature of the State of California, Stats. 2001, c. 946, which provided that the San Diego International Airport and other properties were to be conveyed to Assignee; and

WHEREAS, Senate Bill 1896 was enacted by the Legislature of the State of California, Stats. 2002, c. 978, which amended said Assembly Bill 93 to

RE-02-221

ORIGINAL

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provide that Assignor lease the San Diego International Airport and other properties to Assignee; and

WHEREAS, Assignor entered into a "Lease Agreement between the United States of America and the San Diego Unified Port District" dated April 17, 1972 covering property at the westerly end of the Runway 9-27 at San Diego International Airport and bearing Assignor Document No. 6060, under which the United States of America is referred to as the "Government" and the Assignor is the "Lessee", hereinafter "Lease Agreement"

WHEREAS, an "Abstract of Lease" for the Lease Agreement was recorded on July 18, 2002, in the Official Records of the San Diego County Recorder's Office as Document No. 2002-0605027;

NOW THEREFORE, the parties hereby agree as follows:

1. FOR VALUABLE CONSIDERATION, Assignor hereby assigns, transfers and sets over unto Assignee all of the Lessee's right, title, and interest in and to the Lease Agreement which covers the property described in Exhibit "A" attached hereto and by this reference made a part hereof, subject to the United States of America granting its written consent to this Assignment.
2. FOR VALUABLE CONSIDERATION, Assignee hereby (i) accepts the assignment of Assignor's interest in the Lease Agreement; (ii) assumes all of Assignor's obligations under the Lease Agreement arising from and after January 1, 2003; and (iii) agrees to fully and faithfully perform each and every term, covenant, and condition of Assignor under the Lease Agreement arising from and after January 1, 2003.
3. Assignor makes no warranty, representation, guarantee, covenant, or averment of any nature whatsoever concerning the Lease Agreement being assigned to Assignee.
4. Notwithstanding the foregoing, neither party shall be deemed by virtue of this Assignment to have waived any rights that it may have against the other party at law or in equity for liabilities arising under the Lease Agreement.
5. Should any suit be commenced to enforce, protect, or establish any right or remedy of any of the terms and conditions hereof, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney fees and costs of suit.


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THE EFFECTIVE DATE OF THIS ASSIGNMENT IS JANUARY 1, 2003.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the date first set forth above.

Port Attorney

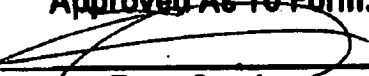
SAN DIEGO UNIFIED PORT DISTRICT


By 
Ellen Corey Born
Assistant Port Attorney

By  12/4/02
Director, Real Estate

Authority Attorney

SAN DIEGO COUNTY REGIONAL
AIRPORT AUTHORITY

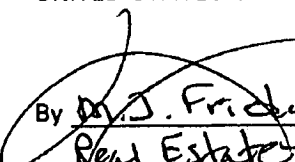
Approved As To Form:
By 
Zane Gresham
Interim Authority
Attorney

By 
Thella F. Bowens
Interim Executive Director

GOVERNMENT'S CONSENT TO THIS ASSIGNMENT

Consent Granted July 30, 2003

UNITED STATES OF AMERICA

By 
M.J. Fridgen
Real Estate
Contracting Office

15127

(FOR USE BY SAN DIEGO UNIFIED PORT DISTRICT)

STATE OF CALIFORNIA)

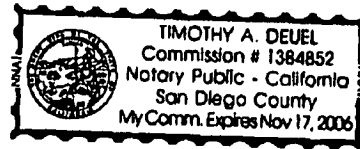
COUNTY OF SAN DIEGO)

On DECEMBER 9th, 2002 before me, TIMOTHY A. DEUEL,
personally appeared E. DANIEL STRUM,
personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~
to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument
and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~
authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument
the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed
the instrument.

WITNESS my hand and official seal.

Signature

Timothy A. Deuel



15128

(FOR USE BY SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY)

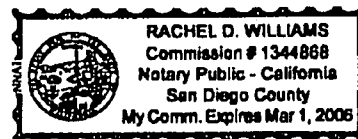
STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

On **12-16-02** before me, Rachel D. Williams,
personally appeared Thella E. Bowens,
personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to
be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and
acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~
authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Signature



15129

EXHIBIT "A"MARINE CORPS RECRUIT DEPOT
SAN DIEGO, CALIFORNIA

Four parcels of land situate in the City of San Diego, County of San Diego, State of California, said parcels being a portion of that 231.21 acre tract of land acquired by Warranty Deed from San Diego Securities Company dated June 4, 1917 and recorded June 9, 1917 in Book 740 at page 61 of Deeds in the Office of the Recorder of San Diego County and a portion of that 180.34 acre tract of land acquired by Deed from the City of San Diego dated December 1, 1916 and recorded September 5, 1917 in Book 739 at page 307 of Deeds in the Office of the Recorder of San Diego County and said parcels being designated for the purpose of this description as "PARCEL 1", "PARCEL 2", "PARCEL 3", and "PARCEL 4" and each said parcel being described as follows:

"PARCEL 1"

FOR A POINT OF REFERENCE, commence at the point of intersection of the Northerly Right-of-way line of Harbor Drive, as said Harbor Drive was established as a public street by the Documents of Conveyance on file in the Office of the District Clerk as Document No. 71, with the easterly line of the Marine Corps Recruit Depot (239-OR-408), said Easterly line being also the most Westerly property line of the San Diego International Airport, Lindbergh Filed, as established by said Documents of Conveyance; thence North $6^{\circ}59'20''$ East along the common boundary line (per deed 239-OR-408) of the Marine Corps Recruit Depot and of the San Diego International Airport, (Record North $7^{\circ}00'00''$ East, per Documents of Conveyance), 1911.18 feet to the TRUE POINT OF BEGINNING; thence

1. North $74^{\circ}00'00''$ West, 414.57 feet along a line parallel to and 763.50 feet southerly from the center line of Runway 9-27 of said San Diego International Airport; thence at right angles
2. North $16^{\circ}00'00''$ East, 411.60 feet; thence at right angles
3. North $74^{\circ}00'00''$ West, 407.08 feet; thence at right angles
4. North $16^{\circ}00'00''$ East, 610.80 feet; thence
5. South $83^{\circ}01'09''$ East, 261.32 feet; thence

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6. South 74°00'00" East, 394.93 feet to a point, said point being the most Northwesterly corner of said San Diego International Airport, hereinafter known and designated as "POINT A"; thence along the boundary line common to the Marine Corps Recruit Depot and San Diego International Airport
7. South 6°59'20" West, 1076.66 feet to the True Point of Beginning, containing 14.03 acres, more or less.

"PARCEL 2"

A strip of land 100 feet wide strip being a portion of that 180.34 acre tract of land (739-DEEDS-307) recorded in Book of Deeds September 5, 1917 described as follows:

COMMENCING at a point which bears South 74°00'00" East, 604.48 feet from "POINT A" as described in aforesaid "PARCEL 1" said point being parallel to and 299.87 feet (Record 300.00 feet per Document of Conveyance No. 71) Northerly from the centerline of the aforementioned Runway 9-27, to the TRUE POINT OF BEGINNING; thence at right angles

1. North 16°00'00" East, 100.00 feet; thence at right angles
2. South 74°00'00" East, 1500.00 feet; thence at right angles
3. South 16°00'00" West, 100.00 feet; thence parallel to and 299.87 feet (Record 300.00 feet per Document No. 71) northerly from the center line of said runway 9-27
4. North 74°00'00" West, 1500.00 feet to the True Point of Beginning, containing 3.44 acres, more or less

"PARCEL 3"

FOR A POINT OF REFERENCE commence at the hereinabove "Point A" as described in Parcel 1; thence

- (i) North 74°00'00" West, 394.93 feet; thence

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- (ii) North 83°01'09" West, 261.32 feet; thence
- (iii) South 16°00'00" West, 108.90 feet to a point in the westerly line of the hereinabove described "Parcel 1" the TRUE POINT OF BEGINNING; thence along said westerly line
- 1. South 16°00'00" West, 300.00 feet; thence leaving said westerly line of "Parcel 1" and at right angles
- 2. North 74°00'00" West, 191.90 feet; thence at right angles
- 3. North 16°00'00" East, 100.00 feet; thence at right angles
- 4. North 74°00'00" West, 433.57 feet to a point in the property line common to the said Marine Corps Recruit Depot and the Naval Training Center; thence along said line
- 5. North 16°08'40" West, 118.10 feet to a point in said property line, said point hereinafter known and designated as "POINT B"; thence leaving said property line
- 6. South 74°00'00" East, 496.41 feet; thence at right angles
- 7. North 16°00'00" East, 100.00 feet; thence at right angles
- 8. South 74°00'00" East, 191.90 feet to the True Point of Beginning, containing 2.39 acres, more or less.

"PARCEL 4"

Storm Drain Right of Way

A strip of land 20 feet wide, lying 10 feet distant on each side of the following described centerline:

FOR A POINT OF REFERENCE commence at the hereinabove "Point A" as described in Parcel 1; thence

- (i) South 6°59'20" West (South 7°00' West record of Document of Conveyance No. 71) 914.91 feet to a point on said common boundary line; thence leaving said common boundary line; thence

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- (ii) North 74°00' West, 110.99 feet; thence
- (iii) North 77°01'19" West, 278.62 feet to a point in the Westerly line of hereinabove described "Parcel 1" (Course No. 2), said point being the TRUE POINT OF BEGINNING of the following described centerline; thence
 - (1) North 77°01'19" West 275.19 feet to a point of curvature; thence
 - (2) Northwesterly, on the arc of a circle, the radius point of which bears North 12°58'41" East, 500 feet from said point of curvature, through a central angle of 6°11'12" an arc distance of 53.99 feet (from said point of curvature the long chord bears North 73°55'43" West, 53.96 feet) to a point of tangency; thence tangentially
 - (3) North 70°50'07" West, 57.51 feet; thence
 - (4) North 73°07'33" West, 199.93 feet to a point of curvature; thence
 - (5) Northwesterly, on the arc of a circle the radius point of which bears North 16°52'27" East, 325 feet from said point of curvature, through a central angle of 24°02'22" an arc distance of 136.36 feet (from said point of curvature the long chord bears North 61°06'22" West, 135.36 feet) to a point of tangency; thence tangentially
 - (6) North 49°05'11" West, 180.14 feet to a point of terminus, said terminal point being on the Westerly boundary of the Marine Corps Recruit Depot bearing North 7°00'00" East, 3446.19 feet, containing in said strip of land 0.42 acres, more or less.

NAVAL TRAINING CENTER
SAN DIEGO, CALIFORNIA

"PARCEL 5"

A parcel of land situate in the Naval Training Center, City of San Diego, State of California, said parcel being a portion of that 55.60 acre tract of land acquired by the United States of America by Grant Deed from the City of San Diego dated December 1, 1916, recorded September 5, 1917 in Book 739 at

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page 307 of Deeds of San Diego County and the boundaries of said parcel being described as follows:

BEGINNING at POINT "B" as said point is described in the hereinabove PARCEL "3" from said POINT OF BEGINNING; thence

- (1) South 16°00'00" East, 118.10 feet along the boundary line common to the Naval Training Center and the Marine Corps Recruit Depot to a point therein; thence leaving said common boundary line
- (2) North 74°00'00" West 1166.43 feet; thence at right angles
- (3) North 16°00'00" East, 100.00 feet; thence at right angles
- (4) South 74°00'00" East, 1103.59 feet to the Point of Beginning. Containing in said parcel 2.61 acres, more or less.



This is a true certified copy of the record
if it bears the seal, imprinted in purple ink

GREGORY J. SMITH
Assessor/Recorder/Clerk
San Diego County, California

MAY 08 2008



This is a true certified copy of the record
if it bears the seal, imprinted in purple ink

G. J. Smith

GREGORY J. SMITH
Assessor/Recorder/Clerk
San Diego County, California

MAY 08 2008